AMENDMENT

Department of Financial Services

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
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APR 2 6 2012

AMENDMENT NO. 4

CONTRACT TITLE: Learning Content Management System and Related Service and
Support

CONTRACTOR	SUPPLIER ID	CONTRACT NO.
Blackboard, Inc.	1000011891	4400001675
650 Massachusetts Avenue		
Washington, DC 20001-3796		

By mutual agreement, contract 4400001675 is amended to incorporate the Statement of Work dated April 12, 2011 as part of the Professional Services Agreement (PSA) for consulting services for the customization of password Management within Blackboard Learn.

All other pricing, terms and conditions remain the same.

Ron Hull, CPPO
Acting Director

RAH/mrh

DISTRIBUTION:
FCPS – Information Technology – Jean Welsh
Contractor

EXHIBIT TO
BLACKBOARD PROFESSIONAL SERVICES AGREEMENT

STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and Fairfax County Public Schools ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of each Blackboard and Customer.

This Statement of Work (SOW) is an attachment to the Professional Services Agreement (PSA), dated July 1, 2011 under contract RQ11-183360-69A, between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

1   Engagement Summary

Fairfax County Public Schools (Customer) is requesting custom functionality to prohibit which Blackboard Roles can update the password for a user. Specifically, they need Instructors to be able to modify passwords for their students but not for other Instructors. This service SOW includes Integration and Customization Maintenance (ICM) support after go-live.

Customer has requested that Blackboard provide Customer with consultants (each a "Consultant") to perform certain services in connection with such project.

2   Overview of Customer / Technical Environment

The Customer is on Blackboard Learn version 8.0 with Academic Collaboration and plans to upgrade to
Blackboard Learn version 9.1. They are a Managed Hosted Customer.

3   Scope of Services

Based on discussions with the customer and our derived understanding, Blackboard will deliver the following Services:

3.1   Custom Password Management Tool

The scope of the project is to build a course tool, available to only instructors, that allows the instructor to change passwords of any user enrolled in the currently accessed course who has an Institutional Role of student or prospective student. The envisioned interface is a user search where the instructor will select one user and then a change password screen (password to be entered twice) will appear. The user search screen will only return users that can have their password reset, which would be specific to the Institutional Roles mentioned above.

This tool will be available within Organizations, providing the same functionality and employing the same logic as described within courses.

An interface will be built to allow administrators to select which institution roles should be included in search results. In a separate field, administrators will be able to determine what institution roles grant access to the tool.

3.2   Project Management

Project Management facilitates communication within Blackboard and with the customer related to this engagement, and coordinates Blackboard's activities for this engagement. The goal of Project Management is that project objectives and milestones are met in a timely and cost effective manner. To achieve these outcomes, Blackboard will appoint a Project Manager who will be responsible for the overall engagement delivery, documentation, status reporting, and resource management.

3.3   Customer Requirements / Assumptions

*   Tool will be limited to defined Roles
*   Will be developed for 9.1

3.4   Deliverables

Blackboard Consulting will provide the following deliverables associated with this project:
*   Requirements Documentation – Serves as the foundation for system design and development; captures user requirements to be implemented in a new or enhanced system.

*   System Software and Documentation – This is the actual software developed to be in the Testing Phase and finalized before implementation of the system, as well as a design document and updated user guide for the building block.

*   Test Plan and Test Cases – The Test Plan ensures that all aspects of the system are adequately tested and can be implemented. It documents the scope, content, methodology, sequence, management of, and responsibilities for test activities. The test cases are based on the use cases developed during requirements analysis and are tied to the requirements. They define the scope of customer testing performed during User Acceptance Testing (UAT).

- Production Readiness Review & Checklist - The PRR & Checklist evaluates software to determine if the design is ready for production and if the combined project team has accomplished adequate production planning. The checklist documents the aforementioned process.

3.5 Maintenance Services

The Integration Customization Maintenance ("ICM") service provides customers with Blackboard Consulting assistance to ensure customizations and integrations are compatible with upgrades. This service will be provided for the following named consulting projects:

- Custom Password Management Tool

More specifically, ICM services will provide the following:
- Facilitated Blackboard Consulting support and development assistance for named consulting projects through the application/installation of Updates, Service Packs and "hot fixes" of Blackboard Learning System™ Vista and Blackboard Learning System™ CE

  o Customization – maintain an existing Blackboard certified customization within the scope of the original solution

- If hosted by Blackboard, continued operation of named consulting projects in the event of a hardware failover or in conjunction with Managed Hosting upgrades and underlying infrastructure changes, excluding Oracle RAC configurations (Managed Hosting Customers only).

Customer Requirements / Assumptions

- Blackboard's ability to respond to and resolve ICM tickets is contingent upon Customer's purchase/availability of a test environment that is comparable to Customer's production environment.

4 Resource Requirements

In order to complete this project, Blackboard proposes the following projected staffing model.

Role	Activities and Responsibilities
QA Analyst	Responsible for quality assurance of the deliverable.
Architect	Owns the delivery of the solution from a technical standpoint and is accountable for the overall quality of the end product. The architect works closely with the project manager to coordinate the implementation, testing and delivery of the solution.
Developer	Responsible for the implementation of the solution.
Technical Manager	Responsible for general oversight of the delivery and as an escalation point for technical delivery issues.
Director	Executive oversight and project quality management
Project Manager	Facilitates communication within Blackboard and with the customer related to this engagement, and coordinates Blackboard's activities for this engagement

5   Customer Responsibilities

Blackboard's Consulting model assumes active participation from the customer team. The customer is responsible for staffing resources on the project that have the necessary functional and technical knowledge to successfully execute required tasks. Specifically:

Role / Skills Needed	During which project phase/service	Level of involvement
Project Manager	Entire Project	Project kick off, planning, coordinating deployment and testing
Functional and Technical Subject Matter Experts	Planning and Requirements Analysis, Testing	Input to and review of requirements and test plan. May also perform testing.
Testers	Testing and Move to Production	Test solution for acceptance.

6   Professional Fees, Expenses and Terms

6.1   Consulting Services Billed on a Time and Materials Basis

This deliverable-based fixed price SOW is valid for thirty (30) days from the prepared date.

Please reference the Service Pricing section 7.1 for professional fees information. Blackboard Consulting rates reflect the role and requisite experience level of the assigned individuals.

Normal consulting hours are from 9 am to 5 pm local time Monday through Friday excluding Blackboard Holidays.

6.2   Integration and Customization Maintenance Services Billed on a Firm-Fixed Price Basis

Integration and Customization Maintenance ("ICM") is an annual maintenance fee for the named service consulting project. ICM will be invoiced upon go-live of the named service consulting project(s) per section 7.2 below. Year 2 ICM fees will be invoiced on a prorated basis to align with the Blackboard Software License renewal date. Thereafter, ICM will automatically renew on an annual basis at the rate mutually agreed by Blackboard and FCPS.

7   Services Pricing

7.1   Consulting Service Fees

The following sets forth the pricing for this SOW. Deliverables will be invoiced upon FCPS acceptance. Payment terms are net thirty (30) days.

The table below lists the cost associated with each of the deliverables that will be created as part of this SOW.

Deliverables	Product Code	Fees
Requirements Documentation	AS-CUSTDEVEL	$ 7,600
System Software and Documentation	AS-CUSTDEVEL	$19,000
Test Plan & Test Cases	AS-CUSTDEVEL	$6,800
Production Readiness Review & Checklist	AS-CUSTDEVEL	$5,600
	Total	$39,000

7.2   Integration and Customization Maintenance Costs

The costs for additional services to be provided on a Firm-Fixed Price basis are detailed below:

Service Name	Product Code	Term of Service	Fees
ICM for Custom Authentication Privileges Functionality	ICM-AS CUSTDEVEL	Annual	$9,900

Customer will be invoiced the annual ICM fee at activation, i.e., approximately two weeks after go-live of the enhancements.

8   Project Timeline

The actual project schedule will be finalized with the Customer's project lead upon project initiation.

9   Change Control

Changes to scope, resources, staffing, or timeline may impact this estimate. In the event a change occurs, the Blackboard Consulting Project Manager will capture and assess the impact and relevant implications through the project Change Control Process. This process will yield a Project Change Request (PCR) document for the customer's review and consideration. The PCR requires customer and Blackboard approval to be valid and actionable, if applicable.

10   General Engagement Assumptions

Our approach, timeline, team structure, and professional fees are based on the below assumptions. Variance from these assumptions will be managed through the Change Control Process and may affect the actual schedule and cost of the project.

- This SOW Expires 30 Days from the prepared date;
- This is a deliverable-based fixed price Statement of Work;
- Deliverables will be billed upon Customer acceptance. Payment terms are Net 30 days;
- Payment for any software licenses is not contingent on or related to payment or performance for professional services
- This agreement covers only the activities as described;
- Customer will complete a review of all submitted draft working products, or set of working products, in five business days unless otherwise agreed to in writing;
- The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as ensuring the necessary customer project personnel, resources, etc. are available to successful complete the project(s);
- Quality involvement and working products from the Customer are critical to the project's success.
  To that end, the Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests in a timely fashion;
- End User Testing is the responsibility of the Customer;
- Customer will schedule and manage appropriate personnel to execute test cases;
- Load testing is not required and not within the scope of this engagement;
- Working Products are artifacts, used by Blackboard, that demonstrate progress toward a deliverable; however, they are not themselves deliverables;
- Travel by Blackboard is not required for this project, (i.e, this work can be accomplished using remote Blackboard resources);
- The customer will bring current all outstanding invoices from previous agreements greater than thirty (30) days, prior to beginning work under this document.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date written below.
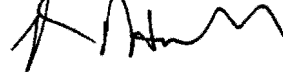
BLACKBOARD

Signature
TESS FRAZIER- VICE PRESIDENT
Print Name and Title

Date: April 12, 2012

CUSTOMER: Fairfax County Public Schools

Signature Ron Hull, Acting Director
Print Name and Title
Date: 4/26/12

APPENDIX
INTEGRATION AND CUSTOMIZATION (ICM)

1   OVERVIEW

Blackboard Consulting offers an annual subscription-based maintenance program for each consulting project involving the integration or customization of the Blackboard Academic Suite software.

The Integration Customization Maintenance ("ICM") service provides customers with Blackboard Consulting assistance, for named consulting projects, to support planned Blackboard upgrades or ad-hoc Customer questions.

2   ASSUMPTIONS

ICM covers Blackboard-implemented solutions per the original scope of the project, or the scope as modified by an approved change request. This service will be delivered In accordance with the complete ICM support guidelines as outlined in the ICM Support Guide located here:

https://behind.blackboard.com/s/sysadminas/refcenter/docs/details.Bb?DocumentID=3031&pid=100&r id=5755&dt=UD

The following basic assumptions also apply to all ICM support agreements:

- For all upgrades, customers must have a comparable non-production environment installed with the customization. As Blackboard Consulting does not provide server hardware environments to replicate customers' solutions for development, ICM will need access to the customer's non-production environment to test and validate any required changes prior to deployment in the production environment;
- Customer will notify ICM four (4) weeks prior to any upgrade with upgrade plans using the normal support channels in coordination with the FCPS complex hosting manager;
- All software developed and provided to the Customer by Blackboard Consulting is maintained solely by Blackboard.
- ICM covers support related to planned minor releases from Blackboard such as application packs, service packs and hotfixes, as well as updates and upgrades to Blackboard Learn™.

Issue types not covered by ICM include (but are not limited to) the following:

- Issues resulting from changes to the system architecture not recommended or initiated by Blackboard;
- Issues resulting from changes to the customer's external environments such as third party tools used for authentication, SIS systems etc.
- Issues not listed above will be evaluated and mutually agreed by Blackboard and FCPS

3   Integration and Customization

3.1   ICM Program. If purchased by Customer, Blackboard may provide ICM Services as part of an annual maintenance program to support Customer's implementation, integration, and use of the Software licensed under this Schedule. All Software developed and provided to the Customer by Blackboard is maintained solely by Blackboard. ICM Services are to be provided in accordance with Blackboard's then-standard ICM policy.

3.2   Nonexclusivity. Customer acknowledges that it has no right of exclusivity as to any of the services that may be provided by Blackboard under this Agreement or this Schedule, and that Blackboard shall have the right to provide the same or similar services to third parties, and to use or otherwise exploit any Blackboard software in providing such services.

3.3   Program Continuity. If Customer purchases the ICM Services for the Initial paid term and then terminates then and Customer later desires to reinstate the ICM Services, or does not select the ICM Services for the Initial Term and Customer later desires to purchase the ICM Services, Customer shall enter into a time and materials agreement with Blackboard to certify and update if necessary, the covered solution prior to reinstating ICM Services at a mutually agreed annual rate.

4   TERM AND TERMINATION

4.1   Term This ICM shall commence upon deployment of the accepted customization into Customer's Blackboard Production environment and shall continue in effect for a period of one (1) year (the "Initial Term") unless earlier terminated, and shall renew automatically for successive one (1) year periods (each, a "Renewal Term"), unless either party provides written notice to the other party of its intention not to renew the ICM at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term. For convenience, the Initial Term and Renewal Term may sometimes be referred to collectively as the "Term." Any renewals shall be at an annual rate mutually agreed by Blackboard and FCPS.

4.2   Termination for Cause. Notwithstanding the perpetual nature of the license granted to Customer for use of the Solution, either party may terminate the ICM immediately upon written notice to the other party, if the other party fails to perform any of its obligations under this Statement of Work and the Agreement and fails to remedy such breach within thirty (30) days after receipt of such written notice.

4.3   Effect of Termination. In the event of termination of the Agreement, this Statement of Work or the licenses granted hereunder for any reason, Blackboard shall immediately cease providing any ICM Services purchased by Customer. In addition to those provisions which survive termination as set forth in the Professional Services Agreement, the provisions of Sections 3.2, 3.3, and 4.3 of this Appendix shall survive the termination of this Agreement or the licenses granted hereunder